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8

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

11 In re
12 NORTHERN HOLDING, LLC,
13 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 7

REPLY IN SUPPORT OF CHAPTER 7
TRUSTEE’S MOTION FOR ORDER
COMPELLING TURNOVER OF ESTATE
PROPERTY PURSUANT TO 11 U.S.C.
§ 542(A) AND FOR DETERMINATION
THAT EVICTION MORATORIA DO NOT
APPLY TO TURNOVER OF
BANKRUPTCY ESTATE PROPERTY

Date: August 30, 2021

Time: 2:00 p.m.

Ctrm: 6C

Address: 411 W. Fourth Street, Santa Ana,
CA 92701

21 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE
22 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

23 Richard A. Marshack, in his capacity as Chapter 7 Trustee (“Trustee”) of the Bankruptcy
24 Estate (“Estate”) of Northern Holding, LLC (“Debtor”), files this reply in support of his motion [Dk.
25 162] (“Motion”) to compel turnover of Estate property from Erich Russell, Joanne Russell, Brice
26 Garrett, Sarah Garrett, and all other unknown and unauthorized occupants of 2380 Live Oak Road,
27 Paso Robles, CA (“Live Oak Property”), and (as supplemented) for a determination that the newly-
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1 issued moratoria on evictions issued by the U.S. Centers for Disease Control and Prevention
2 (“CDC”) which was signed one day after the Motion was filed.

3 **1. Summary of Reply**

4 Anyone in possession of property of the estate “shall deliver to the trustee, and account for,
5 such property or the value of such property.” The opposition filed on behalf of Erich Russell and
6 Joanne Russell (but not the other respondents, Brice Garrett and Sarah Garrett) cites no authority for
7 its arguments and attaches no evidence excusing the mandatory provisions of turnover.
8 Notwithstanding the procedural and substantive objections raised in opposition to the Motion, the
9 Court has the discretion to grant the relief requested by the Trustee.

10 **2. Background Facts**

11 Erich Russell, Joanne Russell, Brice Garrett, Sarah Garrett (collectively, “Occupants”) reside
12 at the real property located at and commonly known as 2380 Live Oak Road, Paso Robles, CA
13 (previously defined as “Live Oak Property”). Erich Russell and Joanne Russell (“Russells”) live in
14 the larger 7,500 square foot residence at the Live Oak Property, and their children Brice Garrett and
15 Sarah Garrett (“Garretts”) live in a separate, smaller home located at the Live Oak Property. The
16 Live Oak Property including both residences constitute property of the bankruptcy estate.

17 None of the Occupants have ever paid any rent in cash to the Estate or the Trustee. Instead,
18 the Russells take the position that any rent obligation is offset by an alleged \$12,000 monthly
19 consulting fee owed to the Russells by Debtor. A true and correct, executed copy of the document
20 repeatedly referred to as a consulting agreement by the Russells is attached to the Declaration of
21 Tinho Mang (“Mang Declaration”) as Exhibit “1.”

22 The supposed consulting agreement (bearing a signature date of October 27, 2020) contains
23 no agreement from Northern Holding, LLC (Debtor) to pay compensation to the Russells. Moreover,
24 the supposed consulting agreement does not appear to obligate the Russells to provide services to
25 Debtor. Rather, the scope of work only mentions “Russell/Rabbit Ridge.”

26 Also, on or around October 27, 2020, the Russells transferred and quitclaimed substantially
27 encumbered real properties (including the Live Oak Property) to Debtor with no contemporaneous
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1 exchange of cash. Instead, it appeared that the transfer was for the assumption of debt and creation
2 of obligations by Debtor in favor of the Russells in the total amount of approximately \$30 million.

3 On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of
4 Title 11 of the United States Code, initiating the above-captioned bankruptcy case.

5 While Debtor operated as a debtor-in-possession, the Occupants remained in possession of
6 the Live Oak Property. Some time around March 1, 2021, the Garretts moved into the Live Oak
7 Property, as reflected in Debtor's February 2021 monthly operating report filed on March 31, 2021.
8 A true and correct copy of the February 2021 operating report is attached to the Mang Declaration as
9 Exhibit "2." Specifically, page 27 of the operating report states that "Brice Garrett moved in 3/1/21"
10 and has a monthly rental obligation of \$1,200. *See* Mang Decl., Exh. 2 at 27.

11 On June 15, 2021, as Dk. No. 116, the Court entered an order converting the case to Chapter
12 7. Richard A. Marshack is the duly-appointed and acting Chapter 7 trustee.

13 After weeks of negotiations regarding turnover of the Live Oak Property without any
14 substantive response from the Russells or the Occupants, Trustee was left with no choice but to file
15 the Motion for turnover on August 2, 2021, as Dk. No. 162. The hearing on the Motion was set for
16 August 30, 2021.

17 On August 3, 2021, the United States Centers for Disease Control and Prevention ("CDC")
18 issued a new moratorium on evictions due to the delta variant of the novel COVID-19 coronavirus
19 ("Reissued CDC Order").

20 On August 9, 2021, as Dk. No. 185, Trustee filed and served a supplemental brief regarding
21 the application of the Reissued CDC Order. The supplemental brief was filed and served 21 days
22 prior to the hearing on the Motion and the Trustee respectfully requests that the supplemental
23 evidence and arguments be considered by the Court because the Reissued CDC Order did not exist
24 on the date that the Motion was filed.

25 Notice of the Motion was served on Erich Russell, Joanne Russell, Brice Garrett, Sarah
26 Garrett (i.e. all occupants of the Live Oak Property), and Kari Ley, Esq., attorney for Erich Russell.
27 A true and correct copy of the notice of motion and attached proof of service is attached to the Mang
28 Declaration as Exhibit "3."

1 After the filing of the Motion, Mr. Ley contacted undersigned counsel and sent a letter
2 essentially taking the position that the turnover motion was meritless and should be denied in its
3 entirety. A true and correct copy of the letter from Mr. Ley is attached to the Mang Declaration as
4 Exhibit “4.”

5 Mr. Ley also informed undersigned counsel that the Garretts had received actual notice of the
6 Motion but that he did not represent the Garretts. See, Mang Declaration.

7 On August 17, 2021, as Dk. No. 193, an opposition to the Motion was filed on behalf of the
8 Russells. As Dk. Nos. 194-195, two declarations were filed in support of the opposition.

9 Negotiations regarding the stipulated turnover of the Live Oak Property and terms for such
10 turnover remain ongoing. Trustee has circulated a further stipulation for turnover to counsel for the
11 Russells but no actual agreement has yet been reached. Trustee therefore files this reply to preserve
12 the Estate’s rights.

13 **3. Legal Argument**

14 “Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian,
15 in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease
16 under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall
17 deliver to the trustee, and account for, such property or the value of such property, unless such
18 property is of inconsequential value or benefit to the estate.” 11 U.S.C. § 542(a). “§ 542 provides,
19 with just a few exceptions, that an entity (other than a custodian) in possession of property of the
20 bankruptcy estate ‘shall deliver to the trustee, and account for’ that property.” *City of Chicago v.*
21 *Fulton*, 141 S.Ct. 585, 589 (2021).

22 **A. The opposition was late-filed.**

23 “[E]ach interested party opposing or responding to the motion must file and serve the
24 response (Response) on the moving party and the United States trustee not later than 14 days before
25 the date designated for hearing.” Local Bankruptcy Rule 9013-1(f)(1).

26 The opposition filed by the Russells was filed on August 17, 2021, which is 13 days prior to
27 the scheduled hearing on the Motion, and fifteen days after the Motion was filed. The opposition is
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1 thus one day late and is untimely. The Court may in its discretion disregard the filing of the
2 opposition. *See* Local Bankruptcy Rule 9013-1(h).

3 **B. The requirement of an adversary proceeding for turnover**
4 **from a third party nondebtor can be waived by the Court.**

5 As cited in the Motion, while FRBP 7001 provides that a proceeding to recover property
6 from a non-debtor entity is an adversary proceeding, the Court may waive that requirement. *See In re*
7 *Gerwer*, 898 F.2d 730, 734 (9th Cir. 1990) (“Austein contends that Bankruptcy Rule 7001 requires
8 an adversary proceeding to recover property... and that therefore the Trustee erroneously proceeded
9 by motion... Austein was not harmed [because the proceeding was a contested matter]...”). *See also*,
10 *Darby v. Zimmerman (In re Popp)*, 323 B.R. 260, 269 (B.A.P. 9th Cir. 2005) [“It is unclear,
11 however, if *Rodeo* forbids a bankruptcy court from ever making such a finding in a contested matter
12 (as opposed to an adversary proceeding) or whether *Rodeo* employs prudential principles of efficient
13 dispute resolution to channel disputes over issues such as ownership into a single, appropriate
14 forum.”]. Without regard to whether the entity in control of property of the estate is a debtor or non-
15 debtor, turnover is a requirement imposed by the Bankruptcy Code. *See Weber v. SEFCU (In re*
16 *Weber)*, 719 F.3d 72, 80-81 (2d Cir. 2013). The requirement of an adversary proceeding does not
17 appear to be an absolute mandate, as discussed by Justice Sotomayor in her concurrence in *Fulton*:

18 The trouble with §542(a), however, is that turnover proceedings can be quite slow. The
19 Federal Rules of Bankruptcy Procedure treat most “proceeding[s] to recover . . .
20 property” as “adversary proceedings.” Rule 7001(1). Such actions are, in simplified
21 terms, “essentially full civil lawsuits carried out under the umbrella of [a] bankruptcy
22 case.” *Bullard v. Blue Hills Bank*, 575 U. S. 496, 505, 135 S. Ct. 1686, 191 L. Ed. 2d
23 621 (2015). Because adversary proceedings require more process, they take more time.
Of the turnover proceedings filed after July 2019 and concluding before June 2020, the
average case was pending for over 100 days. See Administrative Office of the United
States Courts, Time Intervals in Months From Filing to Closing of Adversary
Proceedings Filed Under 11 U.S.C. §542 for the 12-Month Period Ending June 30,
2020, Washington, DC: Sept. 25, 2020.

24 One hundred days is a long time to wait for a creditor to return your car, especially
25 when you need that car to get to work so you can earn an income and make your
26 bankruptcy-plan payments. To address this problem, some courts have adopted
27 strategies to hurry things along. At least one bankruptcy court has held that §542(a)’s
28 turnover obligation is automatic even absent a court order. *See In re Larimer*, 27 B. R.
514, 516 (Idaho 1983). Other courts apparently will permit debtors to seek turnover by
simple motion, in lieu of filing a full adversary proceeding, at least where the creditor
has received adequate notice. See Tr. of Oral Arg. 81 (counsel for the City stating that
“[i]n most bankruptcy courts, if a creditor responds to a motion [for turnover] by”
arguing that the debtor should have instituted an adversary proceeding, the bankruptcy
judge will ask whether the creditor received “actual notice”); Brief for United States as

Amicus Curiae 32 (reporting that “some courts have granted [turnover] orders based solely on a motion”); *but see, e.g., In re Denby-Peterson*, 941 F. 3d 115, 128-131 (3d Cir. 2019) (holding that debtors must seek turnover through adversary proceedings). Similarly, even when a turnover request does take the form of an adversary proceeding, bankruptcy courts may find it prudent to expedite proceedings or order preliminary relief requiring temporary turnover. *See, e.g., In re Reid*, 423 B.R. 726, 727-728 (Bkrcty. Ct. ED Pa. 2010); *see generally* 10 COLLIER ON BANKRUPTCY ¶ 7065.02 (16th ed. 2019).

Fulton, 141 S.Ct. at 594-95 (Sotomayor, J.) (concurring) (emphasis added).

Here, all of the Occupants received actual notice of the Motion and there was an opposition filed by the Russells to the Motion. The Ninth Circuit has never ruled that an adversary proceeding is an absolute requirement to obtaining a turnover order from a non-debtor party. Instead, the Ninth Circuit in *Gerwer* specifically overruled that procedural argument. More specifically, the key inquiry should be whether the respondent to the turnover motion is afforded adequate due process before the entry of an adverse order. *See Starky v. Birdsell (In re Starky)*, 522 B.R. 220, 228-29 (B.A.P. 9th Cir. 2014) (In a dispute over the procedural requirement of an adversary proceeding under FRBP 7001(2), the BAP reasoned that “[t]he issue then becomes whether some of the procedural difference between contested matters and adversary proceedings prejudiced the Debtors in any meaningful way.”).

The Russells seek to assert a mere procedural argument that the Trustee failed to file an adversary proceeding instead of a motion for turnover, and thus the Motion should be denied pursuant to FRBP 7001(1). Instead, in furtherance of delay which will damage the Estate, the Russells contend that Trustee should be required to file a separate adversary proceeding which would re-start the responsive deadline for the Russells to file an answer to the turnover complaint. But, the facts are clear that the Russells are in continuing, unauthorized possession and control of property of the Estate to the severe detriment of creditors.

None of the cases cited by the opposition are binding on this Court. Instead, the decisions from the Ninth Circuit cited above make it clear that, at least in this circuit, a turnover order can be issued by motion so long as adequate process is afforded to respondents. All of the Occupants have received actual notice of the Motion and had 14 days (as opposed to the minimum of 7 days) to file a response or opposition to the Motion. To the extent that the Court finds that additional process is due

1 to the Occupants, Trustee respectfully requests that the Court simply provide a continuance of the
2 hearing on the Motion and provide a schedule for any further briefing the Court may find necessary.
3 Otherwise, Occupants will undoubtedly use further delay tactics to hamper the Trustee's
4 administration of Estate property. If the Court determines that an adversary proceeding is required to
5 obtain turnover from the Occupants, and that no basis for waiver of the requirement exists in this
6 case, Trustee will file such an adversary proceeding.

7 **i. Trustee has not claimed or alleged an emergency.**

8 The opposition states that “[t]he false emergency claimed by the Trustee lacks factual or
9 legal support.” Opposition [Dk. 193] at 3:19.

10 The Motion does not claim any emergency nor does the scare-quoted word “emergency”
11 appear in the Motion. The Motion was filed on 28 days’ notice (more than the minimum 21 days’
12 notice) without any request for an order shortening time. Trustee fully admits that no sale documents
13 have been signed,¹ because the interested buyer party is conducting due diligence on the growing
14 conditions at the Live Oak Property. Trustee, however, requires turnover and full possession of the
15 Live Oak Property in order to consummate a sale – the buyer is unwilling to even entertain an offer
16 until the Live Oak Property has been vacated or there is an order providing that Trustee may seek a
17 writ of assistance to remove all occupants from the Live Oak Property. Trustee is not subdividing the
18 Live Oak Property in connection with a sale, and the Riboli parties will not purchase the Live Oak
19 Property with unauthorized, uncooperative occupants.

20 **ii. The Garretts apparently have not filed an opposition.**

21 Counsel for the Garretts informed undersigned counsel that the Garretts were aware of the
22 Motion and had a strong objection to the Motion (although no one has ever reached out to the
23 Trustee or counsel regarding the Garretts’ basis for opposing the Motion). Pursuant to the Local
24 Rules, failure to timely file an opposition or response may be construed as consent to the relief
25 requested in the motion. The Court may exercise its discretion to deem the Garretts’ failure to file a
26 response or opposition to the Motion to be consent to the relief requested in the Motion pursuant to
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¹ The Opposition falsely states that the Trustee claimed “an actual purchase agreement” where no
such claim appears in the Motion. *See* Opposition [Dk. 193] at 4:4-5.

1 LBR 9013-1(h), and issue an order as requested in the Motion to compel turnover from the Garretts.

2 **C. The Russells' position that rent has been prepaid or is offset by**
3 **consulting fees is meritless.**

4 In response to Trustee's demand for an order directing payment of delinquent or unpaid
5 rental obligations, the Russells apparently are taking the position that there is a \$12,000 monthly
6 "rental credit" under a "consulting agreement." *See* Opposition [Dk. 193] at 4:24-25. After asserting
7 an apparent defense to payment of rent, the Opposition then complains that "[n]oticeably missing
8 from the motion is a copy of the Consulting Agreement." *See* Opposition [Dk. 193] at 4:18. The
9 burden of production is not on the Trustee to prove up and then knock down any asserted defense by
10 the Occupants. Nonetheless, a copy of the document apparently referred to as a consulting agreement
11 is attached to the Mang Declaration as Exhibit "1."

12 **i. No consulting agreement was attached to the opposition.**

13 "A Response must be a complete written statement of all reasons in opposition thereto or in
14 support, declarations and copies of all evidence on which the responding party intends to rely, and
15 any responding memorandum of points and authorities." Local Bankruptcy Rule 9013-1(f)(2).
16 "Factual contentions involved in any motion, opposition or other response to a motion, or reply,
17 must be presented, heard, and determined upon declarations and other written evidence." Local
18 Bankruptcy Rule 9013-1(i).

19 The Russells assert a defense to nonpayment of rent based on an alleged consulting
20 agreement. No consulting agreement, however, was attached to their opposition. The Russells'
21 failure to attach a consulting agreement should result in the Court overruling their asserted defense
22 to nonpayment.

23 **ii. The document asserted to be a consulting agreement does not**
24 **obligate the Debtor.**

25 Rent is owed by the Russells to the Debtor under the Live Oak Lease (as defined in the
26 Motion), a lease executed one day prior to bankruptcy which obligated the Russells to pay \$12,000
27 per month to the Debtor, Northern Holding, LLC. The document referred to as a consulting
28 agreement, however, is entitled "Scope of Work: Russell/ Rabbit Ridge: Founder Roles" and does

1 not contain language which obligates either the Russells or the Debtor or any other entity to provide
2 services or compensation. The four subheadings of the document are “Objectives,” “Duration,”
3 “Deliverables,” and “Specifications.” The document is signed by Joanne Russell, Erich Russell, and
4 Lee Coddling and the notary’s certificate appended to the document crosses out the section for
5 “Capacity(ies) Claimed by Signer(s)” which indicates that the document was signed in each
6 signatory’s individual capacity.

7 Trustee does not agree that this document is a valid consulting agreement which obligates the
8 Debtor. The face of the document does not appear to obligate the Debtor to do anything at all. Thus,
9 any contrary argument by the Russells that they have a consulting agreement which results in a
10 complete rent offset is unsupported by any evidence and should be overruled.

11 **iii. There is no evidence that the Russells are providing any value**
12 **or benefit to the Estate.**

13 Even if there were a valid, operative consulting agreement (which there is insufficient
14 evidence to prove), there is no evidence attached to the Opposition to support that any value or
15 benefit has been received by the Trustee or the Estate from the Russells. The argument in the
16 Opposition that “the industry rate for the services provided by the Russells is well in excess of
17 \$15,000 salary and \$12,000 rental credit” is wholly unsupported by any evidence. Even the
18 declaration of Erich Russell filed as Dk. No. 194 fails to identify the services, value, and benefit
19 provided to the Estate by Mr. Russell.

20 **iv. The Garretts have not raised any defense to nonpayment of**
21 **rent.**

22 According to the February 2021 monthly operating report, the monthly rental obligation for
23 the Garretts for their occupancy of a portion of the Live Oak Property was \$1,200. No rent has ever
24 been paid to the Trustee by the Garretts and they have not provided the Trustee with any reason for
25 their nonpayment of the rent state in the monthly operating report. Trustee is unaware of any written
26 rental agreement for the Garretts and there is no evidence of one in the Opposition. In summary,
27 there is no valid defense to turnover justifying any further delays.
28

D. The Reissued CDC Order does not apply in this case – and the Russells’ last-ditch declarations contradict their position that rent is current.

As explained in the Trustee’s supplemental brief filed and served on August 9, 2021, the Reissued CDC Order does not apply to turnover proceedings in bankruptcy. *In re Machevsky*, 2021 Bankr. LEXIS 31 (Bankr. C.D. Cal. Jan. 8, 2021) [interpreting a previous version of the CDC order]. The Bankruptcy Code and its turnover obligations fall well outside the definition of an eviction for nonpayment of rent due to the COVID-19 pandemic. Trustee’s authority to seek a turnover order is simply inappositely compared to a residential eviction by a landlord, and as argued in the supplemental brief, the Court should find that the Reissued CDC Order does not apply to any turnover obligations or turnover order for the Live Oak Property. In fact, the Reissued CDC Order specifically provides that “This Order does not apply... to the extent its application is prohibited by Federal court order.” Reissued CDC Order at 13.

As for the Russells’ claim that they are qualified “covered persons” under the meaning of the Reissued CDC Order, their declarations in support of this end are contradictory on their face to the Russells’ otherwise declared position. Basically, the Russells are taking the position in the first half of the opposition that rent is current and completely offset by consulting income. In the second half of the opposition, they take the opposite position that they are unable to pay rent because of a substantial loss in income. Second, the declarant for the CDC declarations must check a box in both column A and column B to qualify as a “covered person.” However, the declarations only check the box for “My work hours or wages have been cut” which is completely nonsensical in light of the fact that the Russells were owner-operators of Rabbit Ridge and the only reason that their wages or hours would be cut is if they cut those hours themselves (not to mention that there is no reason that the cut in wages or hours is attributable to the COVID-19 pandemic which began (at least in full effect in the United States) in March 2020, seven months prior to the bankruptcy petition date. These positions are completely contradictory and the declarations attached to the Russell Declaration are lacking any sort of credibility. *Cf.* Reissued CDC Order at 14 (“This Order does not preclude a

landlord from challenging the truthfulness of a tenant's, lessee's, or resident's declaration in court, as permitted under state or local law.").

i. No declarations were ever provided by the Garretts.

Even if the Court finds that the Reissued CDC Order might apply to the Live Oak Property, the Garretts plainly do not qualify as covered persons under the Reissued CDC Order because no qualifying declaration was ever transmitted to the Trustee. Thus, the Court should determine that the Garretts do not qualify as covered persons within the meaning of the Reissued CDC Order.

4. Conclusion

There is no procedural bar to the Court issuing the determination requested by the Trustee in the Motion, as timely supplemented, that the Reissued CDC Order does not apply in this case, for all of the unrebutted reasons stated in the Motion and supplement. As for the procedural objection to the issuance of a turnover order against the Occupants by way of motion rather than adversary proceeding, this objection elevates form over substance and can and should be waived by the Court. There is no evidence or argument that presents any *prima facie* defense to turnover.

The fact is that the Occupants all received actual notice of the turnover motion, have actual notice of their turnover obligations, filed substantive responses (or waived any objection by not filing a substantive response), and will not be prejudiced by the disposition of this matter by motion as opposed to adversary proceeding. On the other hand, the Estate will be greatly prejudiced by the multi-month delay of filing and prosecuting an adversary proceeding for turnover from the Occupants where they have no defense to their continued unauthorized occupancy and only seek to delay and hamper the Trustee's administration.

DATED: August 23, 2021

MARSHACK HAYS LLP

/s/ Tinh Mang

By: _____

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee

RICHARD A. MARSHACK

Declaration of Tinhong Mang

I, TINHONG MANG, declare and state as follows:

1. I am an associate attorney in the law firm Marshack Hays LLP, counsel of record for Richard A. Marshack, the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Northern Holding, LLC ("Debtor").

2. I am an individual over 18 years of age and competent to make this declaration. Except as set forth as matters of judicial notice, I have personal knowledge of the matters set forth in this Declaration, and if called upon to do so I could and would competently testify to these facts.

3. All terms not defined herein are used as they are defined in the Motion.

4. A true and correct copy of a document which I am informed is the document referred to by the Russells as a consulting agreement providing a defense to payment of rent is attached as Exhibit "1."

5. A true and correct copy of the Debtor's February 2021 monthly operating report is attached as Exhibit "2."

6. A true and correct copy of the notice of motion and proof of service for the Motion which shows that the notice of Motion was mailed to all Occupants is attached as Exhibit "3."

7. I corresponded via e-mail and telephone calls with the attorney for Erich Russell and Joanne Russell ("Russells"), Mr. Kari Ley, regarding the filing of the Motion and the Russells' response to the Motion. A true and correct copy of the letter sent to me by Mr. Ley on August 9, 2021 is attached as Exhibit "4."

8. Mr. Ley also informed me that the Russells' children Brice Garrett and Sarah Garrett had received a copy of the Motion and objected to the Trustee's demand for turnover. However, to the best of my knowledge, no response has ever been received by me or the Trustee's office regarding the motion for turnover.

9. According to the February 2021 monthly operating report, the Garretts are responsible for payment of rent at the rate of \$1,200 per month. I was informed by the Debtor's principal Lee Coddington that there is no written rental agreement for the Live Oak Property.

10. To the best of my knowledge, no declaration from Brice Garrett or Sarah Garrett regarding the application of the moratorium on evictions issued by the CDC has ever been received by myself, my office, or the Trustee's office.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 23, 2021.

/s/ Tinho Mang
TINHO MANG

EXHIBIT 1

October, 2020

Scope of Work: Russell/ Rabbit Ridge: Founder Roles

Objectives

- To continue as founders to execute best practices and robust business development in operations, branding, DTC, wine club, compliance and farming.
- To enable business recapitalization and merger with new partner entity.
- To ensure security and longevity of family wine legacy in Russell, Rabbit Ridge and others.
- To provide strategy for sales channel and, as needed, DTC sales and marketing/branding optimizing business development and brand equity.

Duration

- Beginning effective October 27, 2020.

Deliverables

Continue optimal operations of winery, vineyard and facility.

Continue leading operations team with collaboration from Steven Jones and Lee Coddling.


Partner to meet business development objectives.

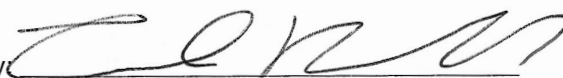
Maximize business value to ensure optimal return on equities exchange for notes due seller.

Work on fine-tuning business in interim to maximize valuation on merger.

Specifications

Russell combined monthly value received of \$27,000; \$15,000 cash and \$12,000 value of residential lease on Russell Live Oak Villa.

By: 
Joanne Russell

By: 
Erich Russell

By:  10/27/2020
Lee Coddling

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

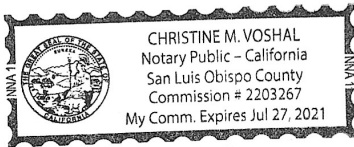
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)
On Oct 27, 2020 before me, Christine M. Voshal notary public,
Date Here Insert Name and Title of the Officer
personally appeared Joanne Russell, Erich Russell,
Name(s) of Signer(s)

Leroy Coddling
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Scope of Work / Rabbit Ridge / Russell
Document Date: 10/27/2020 Number of Pages: ONE
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT 2

In Re:	CHAPTER 11 (BUSINESS)
Northern Holding, LLC	Case Number: 8:20-bk-13014-MW
Debtor(s).	Operating Report Number: 5
	For the Month Ending: 2/28/2021

I. CASH RECEIPTS AND DISBURSEMENTS
A. GENERAL DIP ACCOUNT

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	9,705.00
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	10.00
3. BEGINNING BALANCE:	9,695.00
4. RECEIPTS DURING CURRENT PERIOD:	
*Custom Crush Income - for amounts billed in January	11,402.00
*Custom Crush Income - for amounts billed in February	2,061.14
*Custom Crush Revenue billed at net-30 day terms.	
The remaining Custom Crush Revenue billed in March is \$10,294.86 - payment is due in March.	
The remaining Custom Crush Revenue billed in March is \$9,658.00 - payment is due in April.	
**Transfers from 1172 Property DIP Account (7686)	15,550.00
**Made in error, see comments on page 7 (1st page of the 1172 Property account).	
TOTAL RECEIPTS THIS PERIOD:	29,013.14
5. BALANCE:	38,708.14
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	
Transfers to Other DIP Accounts (from page 2)	503.96
Disbursements (from page 2)	34,030.72
TOTAL DISBURSEMENTS THIS PERIOD:**	34,534.68
7. ENDING BALANCE:	4,173.46
8. General DIP Account Number:	xxxxxx3473
Depository Name & Location:	Wells Fargo Bank, N.A.
	P.O. Box 6995
	Portland, OR 97228-6995

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the to whom, terms, and date of Court Order or Report of Sale.

business; attach an exhibit specifying what was sold,

* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

GENERAL DIP ACCOUNT
BANK RECONCILIATION

Bank statement Date: 2/28/2021 Balance on Statement: \$4,173.46

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
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_____	_____	_____
_____	_____	_____
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_____	_____	_____
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_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$4,173.46

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

In Re:	CHAPTER 11 (BUSINESS)
Northern Holding, LLC	Case Number: 8:20-bk-13014-MW
Debtor(s).	Operating Report Number: 5
	For the Month Ending: 2/28/2021

I. CASH RECEIPTS AND DISBURSEMENTS

A. TEXAS ROAD PROPERTY CASH COLLATERAL DIP ACCOUNT

1. *TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	12,025.00
*\$12K is Live Oak Property rental income deposited into this account in error in December.	
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	12,012.00
3. BEGINNING BALANCE:	13.00
4. RECEIPTS DURING CURRENT PERIOD:	
Grape Sales	0.00
TOTAL RECEIPTS THIS PERIOD:	0.00
5. BALANCE:	13.00
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	
Transfers to other DIP accounts (from page 2)	0.00
Disbursements (from page 2)	10.00
TOTAL DISBURSEMENTS THIS PERIOD:***	10.00
7. ENDING BALANCE:	3.00
8. Texas Road Property CC DIP Account Number:	xxxxxx7678
Depository Name & Location:	Wells Fargo Bank, N.A.
	P.O. Box 6995
	Portland, OR 97228-6995

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

** Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

TEXAS ROAD PROPERTY CASH COLLATERAL DIP ACCOUNT
BANK RECONCILIATION

Bank statement Date: 2/28/2021 Balance on Statement: \$3.00

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
---------------------	-----------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
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_____	_____	_____
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_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$3.00

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES TRUSTEE
CENTRAL DISTRICT OF CALIFORNIA

In Re: Northern Holding, LLC Debtor(s).	CHAPTER 11 (BUSINESS)	
	Case Number:	8:20-bk-13014-MW
	Operating Report Number:	5
	For the Month Ending:	2/28/2021

I. CASH RECEIPTS AND DISBURSEMENTS
A. 1172 PROPERTY CASH COLLATERAL DIP ACCOUNT

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	33,625.00
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	0.00
3. BEGINNING BALANCE:	33,625.00
4. RECEIPTS DURING CURRENT PERIOD:	
Winery Facility Rental Income	30,000.00
*Apartment Unit Rental Income	2,055.04
*See rents attachment at page 27	
*Contribution from Managing Member	14,641.00
Managing Member Reimbursement - See page 2	503.96
TOTAL RECEIPTS THIS PERIOD:	47,200.00
5. BALANCE:	80,825.00
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	
*Transfers to General DIP & Deposit Return	30,550.00
*Includes \$15,000.00 Deposit Return	
Disbursements (from page 2)	12.00
TOTAL DISBURSEMENTS THIS PERIOD:***	30,562.00
7. ENDING BALANCE:	50,263.00
8. 1172 Property CC DIP Account Number:	xxxxxx7686
Depository Name & Location:	Wells Fargo Bank, N.A.
	P.O. Box 6995
	Portland, OR 97228-6995

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

** Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

1172 PROPERTY CASH COLLATERAL DIP ACCOUNT
BANK RECONCILIATION

Bank statement Date: 2/28/2021 Balance on Statement: \$50,263.00

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
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_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$50,263.00

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

In Re:	CHAPTER 11 (BUSINESS)
Northern Holding, LLC	Case Number: 8:20-bk-13014-MW
Debtor(s).	Operating Report Number: 5
	For the Month Ending: 2/28/2021

I. CASH RECEIPTS AND DISBURSEMENTS
A. LIVE OAK PROPERTY CASH COLLATERAL DIP ACCOUNT

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	39,025.00
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	15,000.00
3. BEGINNING BALANCE:	24,025.00
4. RECEIPTS DURING CURRENT PERIOD:	
*Unit 1 Rental Income	0.00
*See rents attachment at page 27	
**Unit 2 Rental Income	0.00
**Brice Garrett moved in 3/1/21, rent is \$1,200.00/mo.	
Grape Sales	0.00
TOTAL RECEIPTS THIS PERIOD:	0.00
5. BALANCE:	24,025.00
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	
1/29/21 Rent Check Returned (from page 2)	24,000.00
Disbursements (from page 2)	22.00
TOTAL DISBURSEMENTS THIS PERIOD:***	24,022.00
7. ENDING BALANCE:	3.00
8. Live Oak Property CC DIP Account Number:	xxxxxx7694
Depository Name & Location:	Wells Fargo Bank, N.A.
	P.O. Box 6995
	Portland, OR 97228-6995

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

LIVE OAK PROPERTY CASH COLLECTORIAL DR ACCOUNT
BANK RECONCILIATION

Bank statement Date: 2/28/2021 Balance on Statement: \$3.00

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
---------------------	-----------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
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_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$3.00

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

Wells Fargo Combined Statement of Accounts

February 28, 2021 ■ Page 1 of 9

WELLS
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NORTHERN HOLDING LLC
GENERAL ACCOUNT
DEBTOR IN POSSESSION
CH11 CASE #20-13014 (CCA)
13217 JAMBOREE RD # 429
TUSTIN CA 92782-9158

Questions?

Available by phone 24 hours a day, 7 days a week:

We accept all relay calls, including 711

1-800-CALL-WELLS (1-800-225-5935)

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking
Online Statements
Business Bill Pay
Business Spending Report
Overdraft Protection



Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Initiate Business Checking SM	2	3473	9,695.00	4,173.46
Initiate Business Checking SM	4	7678	13.00	3.00
Initiate Business Checking SM	5	7686	33,625.00	50,263.00
Initiate Business Checking SM	7	7694	24,025.00	3.00
Total deposit accounts			\$67,358.00	\$54,442.46

February 28, 2021 ■ Page 2 of 9

WELLS
FARGO

Initiate Business CheckingSM

Statement period activity summary

Beginning balance on 2/1	\$9,695.00
Deposits/Credits	29,013.14
Withdrawals/Debits	- 34,534.68
Ending balance on 2/28	\$4,173.46

Account number: **3473**

**NORTHERN HOLDING LLC
GENERAL ACCOUNT
DEBTOR IN POSSESSION
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/2		Withdrawal Made In A Branch/Store		4,000.00	5,695.00
2/8		Withdrawal Made In A Branch/Store		5,000.00	695.00
2/10		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09St54NW on 02/10/21	10,000.00		
2/10		Withdrawal Made In A Branch/Store		4,900.00	5,795.00
2/12		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09T7Hc37 on 02/12/21	1,700.00		
2/12		ATM Withdrawal authorized on 02/12 546 Spring Street Paso Robles CA 0009061 ATM ID 0756A Card 1273		300.00	7,195.00
2/16		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09Tzdgw on 02/16/21	500.00		
2/16		Purchase authorized on 02/12 Paso Robles Inn 8052382660 CA S461043679417032 Card 1273		503.96	
2/16		ATM Withdrawal authorized on 02/15 546 Spring Street Paso Robles CA 0000522 ATM ID 0756A Card 1273		300.00	
2/16		ATM Withdrawal authorized on 02/16 546 Spring Street Paso Robles CA 0002937 ATM ID 0756B Card 1273		300.00	6,591.04
2/17		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09V6Fdxw on 02/17/21	600.00		
2/17		Cash eWithdrawal in Branch/Store 02/17/2021 17:00 Pm 546 Spring St Paso Robles CA 1273		1,000.00	
2/17	1304	Check		5,721.12	469.92
2/18		ATM Withdrawal authorized on 02/18 546 Spring Street Paso Robles CA 0001216 ATM ID 0756A Card 1273		300.00	169.92
2/19		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09Vjmbw2 on 02/19/21	650.00		
2/19		ATM Withdrawal authorized on 02/19 546 Spring Street Paso Robles CA 0001538 ATM ID 0756A Card 1273		300.00	519.92
2/22		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #Ib09W2Vvjs on 02/22/21	1,200.00		
2/22		ATM Withdrawal authorized on 02/21 Edinger & Beach Huntington Bc CA 0004670 ATM ID 0820L Card 1273		300.00	
2/22		ATM Withdrawal authorized on 02/22 100 Orange Orange CA 0001787 ATM ID 2686L Card 1273		300.00	
2/22		ATM Withdrawal authorized on 02/22 273 East 10th St Gilroy CA 0000138 ATM ID 0481E Card 1273		300.00	819.92

February 28, 2021 ■ Page 3 of 9



Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/23		Online Transfer From Northern Holding LLC Business Checking xxxxxx7686 Ref #1b09W9Fgxj on 02/23/21	900.00		
2/23		ATM Withdrawal authorized on 02/23 546 Spring Street Paso Robles CA 0007870 ATM ID 1797x Card 1273		900.00	819.92
2/24		Edeposits IN Branch/Store 02/24/21 03:30:15 Pm 546 Spring St Paso Robles CA 1273	7,389.94		
2/24		ATM Withdrawal authorized on 02/24 546 Spring Street Paso Robles CA 0006618 ATM ID 0756N Card 1273		650.00	7,559.86
2/26		Edeposits IN Branch/Store 02/26/21 12:19:01 Pm 665 Marsh St San Luis Obispo CA 1273	6,073.20		
2/26		< Business to Business ACH Debit - Chubb-Ci Ins.Prem 210225 Ci Chubb, Chubb		1.95	
2/26		< Business to Business ACH Debit - Chubb-Ci Ins.Prem 210225 Ci Chubb, Chubb		3,041.25	
2/26	1307	Check		6,416.40	4,173.46
Ending balance on 2/28					4,173.46
Totals			\$29,013.14	\$34,534.68	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount
1304	2/17	5,721.12	1307 *	2/26	6,416.40

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2021 - 02/28/2021	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Average ledger balance	\$1,000.00	\$4,418.00 <input checked="" type="checkbox"/>
- Minimum daily balance	\$500.00	\$169.92 <input type="checkbox"/>

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days.
Transactions occurring after the last business day of the month will be included in your next fee period.
C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	20	100	0	0.50	0.00
Total service charges					\$0.00

February 28, 2021 ■ Page 4 of 9

WELLS
FARGO

Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.



IMPORTANT ACCOUNT INFORMATION

Effective on or after April 1, 2021, Wells Fargo will no longer issue temporary debit cards, including Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards arrive by mail in 5 to 7 calendar days. You may add your Wells Fargo Debit Card or EasyPay Card to a Wells Fargo-supported digital wallet on your mobile device so you can make secure, convenient purchases in stores, online, and in apps, and access Wells Fargo ATMs while you wait for your replacement card. For more details on digital wallets, please visit wellsfargo.com/mobile/payments. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply. Some ATMs within secure locations may require a physical card for entry.

Effective on or after April 1, 2021, the ATM Access Code feature will no longer be available to access your accounts at Wells Fargo ATMs. You may continue to access Wells Fargo ATMs using your Wells Fargo Debit, ATM or EasyPay Card, or with a Wells Fargo-supported digital wallet on your mobile device. For more information about adding your card to a digital wallet, please visit wellsfargo.com/mobile/payments. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply. Some ATMs within secure locations may require a physical card for entry. Note: After the ATM Access Code feature for accessing Wells Fargo accounts is discontinued, the "Use an Access Code" button may continue to be displayed on Wells Fargo ATMs to support other services.

Initiate Business CheckingSM

Statement period activity summary

Beginning balance on 2/1	\$13.00
Deposits/Credits	0.00
Withdrawals/Debits	- 10.00
Ending balance on 2/28	\$3.00

Account number: 7678

**NORTHERN HOLDING LLC
CASH COLLATERAL 1
DEBTOR IN POSSESSION
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

February 28, 2021 ■ Page 5 of 9

WELLS
FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/26		Monthly Service Fee		10.00	3.00
Ending balance on 2/28					3.00
Totals			\$0.00	\$10.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2021 - 02/28/2021	Standard monthly service fee \$10.00	You paid \$10.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$1,000.00	\$13.00 <input type="checkbox"/>
• Minimum daily balance	\$500.00	\$13.00 <input type="checkbox"/>

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	0	100	0	0.50	0.00
Total service charges					\$0.00

Initiate Business CheckingSM

Statement period activity summary

Beginning balance on 2/1	\$33,625.00
Deposits/Credits	47,200.00
Withdrawals/Debits	- 30,562.00
Ending balance on 2/28	\$50,263.00

Account number: 7686

**NORTHERN HOLDING LLC
CASH COLLATERAL 2
DEBTOR IN POSSESSION
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 121042882

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

February 28, 2021 ■ Page 6 of 9

WELLS
FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/2		Cashed/Deposited Item Retn Unpaid Fee		12.00	
2/2		Deposited Item Retn Unpaid - Paper 210202		15,000.00	18,613.00
2/10		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09St54NW on 02/10/21		10,000.00	8,613.00
2/12		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09T7Hc37 on 02/12/21		1,700.00	6,913.00
2/16		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09Tzdgqg on 02/16/21		500.00	6,413.00
2/17		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09V6Fdxw on 02/17/21		600.00	5,813.00
2/19		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09Vjmbw2 on 02/19/21		650.00	5,163.00
2/22		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09W2Vvjs on 02/22/21		1,200.00	3,963.00
2/23		Online Transfer to Northern Holding LLC Business Checking xxxxxx3473 Ref #b09W9Fgxj on 02/23/21		900.00	3,063.00
2/26		Deposit Made In A Branch/Store	47,200.00		50,263.00
Ending balance on 2/28					50,263.00
Totals			\$47,200.00	\$30,562.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2021 - 02/28/2021	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$1,000.00	\$15,174.00 <input checked="" type="checkbox"/>
· Minimum daily balance	\$500.00	\$3,063.00 <input checked="" type="checkbox"/>

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	11	100	0	0.50	0.00
Total service charges					\$0.00

February 28, 2021 ■ Page 7 of 9

WELLS
FARGO

Initiate Business CheckingSM

Statement period activity summary

Beginning balance on 2/1	\$24,025.00
Deposits/Credits	0.00
Withdrawals/Debits	- 24,022.00
Ending balance on 2/28	\$3.00

Account number: 7694

**NORTHERN HOLDING LLC
CASH COLLATERAL 3
DEBTOR IN POSSESSION
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/2		Cashed/Deposited Item Retn Unpaid Fee		12.00	
2/2		Deposited Item Retn Unpaid - Paper 210202		24,000.00	13.00
2/26		Monthly Service Fee		10.00	3.00
Ending balance on 2/28					3.00
Totals			\$0.00	\$24,022.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2021 - 02/28/2021	Standard monthly service fee \$10.00	You paid \$10.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$1,000.00	\$871.00 <input type="checkbox"/>
· Minimum daily balance	\$500.00	\$13.00 <input type="checkbox"/>

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days.

Transactions occurring after the last business day of the month will be included in your next fee period.

C1/C1

February 28, 2021 ■ Page 8 of 9



Account transaction fees summary

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Transactions	1	100	0	0.50	0.00
Total service charges					\$0.00

I. D. SUMMARY SCHEDULE OF CASH

ENDING BALANCES FOR THE PERIOD:

(Provide a copy of monthly account statements for each of the below)

General DIP Account (3473):	4,173.46
Texas Road Property Cash Collateral DIP Account (7678):	3.00
1172 Property Cash Collateral DIP Account (7686):	50,263.00
Live Oak Property Cash Collateral DIP Account (7694):	3.00
**Petty Cash (from below):	0.00

TOTAL CASH AVAILABLE:

54,442.46

Petty Cash Transactions:

Date N/A	Purpose	Amount

TOTAL PETTY CASH TRANSACTIONS:

0.00

* Specify the Type of holding (e.g. CD, Savings Account, Investment Security), and the depository name, location & account#

** Attach Exhibit Itemizing all petty cash transactions

II. STATUS OF PAYMENTS TO SECURED CREDITORS, LESSORS
AND OTHER PARTIES TO EXECUTORY CONTRACTS

Creditor, Lessor, Etc.	Frequency of Payments (Mo/Qtr)	Amount of Payment	Post-Petition payments not made (Number)	Total Due
*Farm Credit West, FLCA (Cross- Collateralized Lien on 1172, Live Oak, & Texas Road)	N/A	19,800,000.00	N/A	N/A
*Note was called and therefore there is no monthly mortgage payment amount due. The pre-default mortgage payment is unknown as the Debtor is not the borrower and does not have access to this information. The lienholder has not provided this information either, see Motion for Relief at Docket No. 11.				
TOTAL DUE:				0.00

III. TAX LIABILITIES

FOR THE REPORTING PERIOD:

Gross Sales Subject to Sales Tax: N/A
Total Wages Paid: N/A

	Total Post-Petition Amounts Owning	Amount Delinquent	Date Delinquent Amount Due
Federal Withholding	N/A	0.00	N/A
State Withholding	N/A	0.00	N/A
FICA- Employer's Share	N/A	0.00	N/A
FICA- Employee's Share	N/A	0.00	N/A
Federal Unemployment	N/A	0.00	N/A
Sales and Use	N/A	0.00	N/A
Real Property	N/A	0.00	N/A
TOTAL:	0.00	0.00	

IV. AGING OF ACCOUNTS PAYABLE AND RECEIVABLE

	*Accounts Payable Post-Petition	Accounts Receivable	
		Pre-Petition	Post-Petition
30 days or less	0.00	N/A	0.00
31 - 60 days	0.00	N/A	0.00
61 - 90 days	0.00	N/A	0.00
91 - 120 days	0.00	N/A	0.00
Over 120 days	N/A	N/A	N/A
TOTAL:	0.00	0.00	0.00

V. INSURANCE COVERAGE

	Name of Carrier	Amount of Coverage	Policy Expiration Date	Premium Paid Through (Date)
General Liability	Chubb Insurance	1,000,000/5,839,100	4/15/2021	4/15/2021
Worker's Compensation	N/A			
Casualty	N/A			
Vehicle	N/A			

VI. UNITED STATES TRUSTEE QUARTERLY FEES
(TOTAL PAYMENTS)

Quarterly Period Ending (Date)	Total Disbursements	Quarterly Fees	Date Paid	Amount Paid	Quarterly Fees Still Owing
31-Dec-2020	0.00	325.00	28-Jan-2021	325.00	0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
		325.00		325.00	0.00

* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report

VII SCHEDULE OF COMPENSATION PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	*Authorized Gross Compensation	Gross Compensation Paid During the Month
N/A			

VIII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	Description	Amount Paid During the Month
N/A			

* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)

	Current Month	Cumulative Post-Petition
*Sales/Revenue:		
*Please See Attachment on Page 27		
Custom Crush Income	9,658.00	43,096.00
Rental Income	28,600.00	114,400.00
Grape Sales	0.00	0.00
Less: Returns/Discounts	0.00	0.00
Net Sales/Revenue	38,258.00	157,496.00
Cost of Goods Sold:		
Beginning Inventory at cost	0.00	0.00
Purchases	0.00	0.00
Less: Ending Inventory at cost	0.00	0.00
Cost of Goods Sold (COGS)	0.00	0.00
Gross Profit	38,258.00	157,496.00
Other Operating Income (Itemize)	0.00	0.00
*Operating Expenses:		
*Please See Attachment on Pages 28		
*Farm Labor	30,987.52	30,987.52
Other Taxes (Itemize)	0.00	0.00
Depreciation and Amortization	Unknown	Unknown
Rent Expense - Real Property	0.00	0.00
Lease Expense - Personal Property Insurance	0.00	0.00
Real Property Taxes	3,041.25	3,041.25
Telephone and Utilities	0.00	0.00
Repairs and Maintenance	0.00	0.00
Miscellaneous Operating Expenses (Itemize)	0.00	0.00
Total Operating Expenses	34,028.77	34,028.77
Net Gain/(Loss) from Operations	4,229.23	123,467.23
*Non-Operating Income:		
*Please See Attachment on Page 28		
Interest Income	0.00	0.00
*Contributions from Managing Member	14,641.00	14,741.00
Other (Itemize)	0.00	0.00
Total Non-Operating income	14,641.00	14,741.00
Non-Operating Expenses:		
Legal and Professional (Itemize)	0.00	0.00
Bank/Service Fees	45.95	67.95
Other (Itemize)	0.00	0.00
Total Non-Operating Expenses	45.95	67.95
NET INCOME/(LOSS)	18,824.28	138,140.28

	Live Oak Unit #1	Live Oak Unit #2	Comments	1172 Winery facility	Comments	1172 Apartment	Comments
Tenant	Brice Garrett moved in 3/1/21	Erich Russell		Rabbit Ridge Wine		Bill Tolar	
Rental Amount	\$1,200	\$12,000		\$15,000		\$1,600	
Date Nov. Rent Received	N/A	11/1/2020		10/29/2020		11/4/2020	
Date Nov. Rent Deposited	N/A	12/30/2020	Deposit Returned 1/4/21; Collection Efforts Underway	12/30/2020		1/29/2021	
Date Dec. Rent Received	N/A	12/1/2020		12/3/2020		12/5/2020	
Date Dec. Rent Deposited	N/A	1/29/2021	Deposit Returned 2/2/21; Collection Efforts Underway	1/29/2021	Deposit Returned 2/2/21 & Replaced 2/26/21	1/29/2021	
Date Jan. Rent Received	N/A	1/29/2021		2/26/2021		1/4/2021	
Date Jan. Rent Deposited	N/A	1/29/2021	Deposit Returned 2/2/21; Collection Efforts Underway	2/26/2021		1/29/2021	\$600 was paid 1/4/2021 and deposited on 1/29/2021; remainder of \$1,200 paid and deposited on 2/26/2021
Date Feb. Rent Received	N/A			3/30/2021		2/26/2021	
Date Feb. Rent Deposited	N/A			3/30/2021		2/26/2021	\$855 (of \$1,600) paid and deposited 2/26/2021

Table 1

Coddling PERSONAL Funds Gifted to NHC for Company Expenses						
Date	Amount	Reference	Date			
11/21/2020	\$2,165.00	Insurance	11/21/2021			
12/1/2020	\$500.00	MOR retainer	12/1/2002			
12/15/2020	\$2,165.00	Insurance	12/15/2021			
1/13/2021	\$200.00	MOR replenish	1/13/2021			
1/20/2021	\$2,165.00	Insurance	1/20/2021			
1/28/2021	\$325.00	Quarterly Trustee Fee	1/28/2021			
2/27/2021	\$14641.00	Farming expense – labor contractor	2/27/2021	\$503.96 Refund additional to that deposit from member for Paso Robles inn charge made in error on general account		
Running total	\$22,161.00					

ASSETS		Current Month End	
Current Assets:			
Unrestricted Cash		43,096.00	
Restricted Cash		11,440.00	
Accounts Receivable		0.00	
Inventory		0.00	
Notes Receivable		0.00	
Prepaid Expenses		0.00	
Other (Itemize)		0.00	
Total Current Assets			54,536.00
Property, Plant, and Equipment		28,000,000.00	
Accumulated Depreciation/Depletion		Unknown	
Net Property, Plant, and Equipment			28,000,000.00
Other Assets (Net of Amortization):			
Due from Insiders		0.00	
Other (Itemize)		0.00	
Total Other Assets			0.00
TOTAL ASSETS			28,054,536.00
LIABILITIES			
Post-petition Liabilities:			
Accounts Payable		0.00	
Taxes Payable		0.00	
Notes Payable		0.00	
Professional fees		0.00	
Secured Debt		0.00	
Other (Itemize)		0.00	
Total Post-petition Liabilities			0.00
Pre-petition Liabilities:			
Secured Liabilities		23,020,244.10	
Priority Liabilities		0.00	
Unsecured Liabilities		6,440,000.00	
Other (Itemize)		0.00	
Total Pre-petition Liabilities			29,460,244.10
TOTAL LIABILITIES			29,460,244.10
EQUITY:			
Pre-petition Owners' Equity		(1,543,848.38)	
Post-petition Profit/(Loss)		138,140.28	
Direct Charges to Equity		0.00	
TOTAL EQUITY			(1,405,708.10)
TOTAL LIABILITIES & EQUITY			28,054,536.00

ST. QUESTIONNAIRE

1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below: No ☒ Yes ☐

2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: No ☐ Yes ☒

3. State what progress was made during the reporting period toward filing a plan of reorganization
Farming efforts continue to protect asset value an income stream. Hilco
ready to engage in manage sale of assets- pending court approval

4. Describe potential future developments which may have a significant impact on the case:

HilCo anticipates having property marketed with competing bids received by 90 days out.

5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period. None

6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below. No ☒ Yes ☐

I, Leroy Coddling, Managing Member
declare under penalty of perjury that I have fully read and understood the foregoing debtor-in-possession operating report and that the information contained herein is true and complete to the best of my knowledge.


Principal for Debtor-in-Possession

3/15/2021
Date

EXHIBIT 3

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 DAVID A. WOOD, #272406
dwood@marshackhays.com
3 TINHO MANG, #322146
tmang@marshackhays.com
4 MARSHACK HAYS LLP
870 Roosevelt
5 Irvine, CA 92620
Telephone: (949) 333-7777
6 Facsimile: (949) 333-7778

7 Attorneys for Chapter 7 Trustee,
RICHARD A. MARSHACK
8

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

11 In re
12 NORTHERN HOLDING, LLC,
13 Debtor.
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Case No. 8:20-bk-13014-MW

Chapter 7

NOTICE OF MOTION FOR ORDER
COMPELLING TURNOVER OF ESTATE
PROPERTY PURSUANT TO 11 U.S.C. §
542(A) AND FOR DETERMINATION
THAT EVICTION MORATORIA DO NOT
APPLY TO TURNOVER OF
BANKRUPTCY ESTATE PROPERTY

Hearing:

Date: August 30, 2021

Time: 2:00 p.m.

Ctrm: 6C

Address: 411 W. Fourth Street, Santa Ana,
CA 92701

21 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE
22 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

23 PLEASE TAKE NOTICE that Richard A. Marshack, in his capacity as Chapter 7 Trustee
24 (“Trustee”) of the Bankruptcy Estate (“Estate”) of Northern Holding, LLC (“Debtor”), has filed a
25 motion for an order (A) compelling turnover of real estate and various personal property assets
26 located at 2380 Live Oak Rd., Paso Robles, CA (“Live Oak Property”); (2) 1172 San Marcos Road,
27 Paso Robles, CA 93446 (“San Marcos Property”), and (3) real property located at APN 027-145-022
28 in Paso Robles, CA (“Texas Road Property,” collectively with the Live Oak Property and the San

1 Marcos Property, the “Properties”); and (B) establishing procedures for enforcement of the turnover
2 (“Motion”). Trustee needs possession of the Properties so that he deliver possession of the Properties
3 to any interested buyer without delay for the benefit of the Estate. The Motion is scheduled for the
4 date and time listed on page 1 of the Motion.

5 In this case, property of the Estate principally includes the Properties, which combined,
6 consist of over 470 acres of vineyards, a 7,500 square-foot residence, and 45,000 square-foot wine
7 production facility in Paso Robles, CA. The Properties are currently occupied by Rabbit Ridge
8 Winery and the family of Erich Russell, who allegedly have leases with Debtor that were entered
9 into the day prior to the Petition Date, have refused to turn over possession and vacate, and have
10 failed to pay post-petition rent and failed to pay the post-petition monthly insurance premiums.

11 The failure to turn over the Properties is harming the Estate because no party has made any
12 post-petition rent payments nor were monthly insurance premiums for general liability, excess
13 liability, and property insurance ever paid. Both the Trustee and the principal secured creditor in this
14 case, Farm Credit West, FCLA (“FCW”) believes that the continued occupancy of the Properties by
15 parties failing to adequately maintain the Properties or pay any compensation to the Estate results in
16 irreparable harm to the Estate. Additionally, the Trustee has received an offer on the Live Oak
17 Property from a serious, sophisticated party, the Riboli family which operates the San Antonio
18 Winery – and this buyer is deep into its due diligence, including conducting site tests. One of the
19 conditions for the sale of the Live Oak Property is that the Trustee can deliver immediate possession
20 of the Live Oak Property to the buyer. Since his appointment, the Trustee has demanded that Mr.
21 Russell and his family sign a stipulation for turnover of the Properties, including and especially the
22 Live Oak Property, with a continued and sustained lack of a substantive response (i.e. yes or no).
23 The Trustee sought to negotiate in good faith and believes that, at this point, the Russells are simply
24 engaging in bad faith delay tactics. The Court should enter an order directing all occupants of the
25 Live Oak Property, including the Russells and their adult children (who are also living rent-free at
26 the Live Oak Property) to vacate the Properties and remove all personal possessions no later than
27 September 1, 2021.

28 ///

1 Furthermore, to effectuate any turnover order, Trustee is informed that the United States
2 Marshals Service ("Marshals") also requires a specific finding from the Court that no moratorium on
3 evictions, including the recently-expired moratorium issued by the director of the Centers for
4 Disease Control and Prevention ("CDC") applies, in the event that a writ of assistance is necessary
5 to enforce the turnover order.

6 The complete scope and terms of the relief are detailed in the Motion a copy of which can be
7 obtained by contacting D. Edward Hays or Tinho Mang whose contact information is listed in the
8 top left-hand corner of the first page of this Notice.

9 The Motion is based upon this Notice, the Declaration of Richard A. Marshack,
10 memorandum of points and authorities, the pleadings and files in the Debtor's bankruptcy case, and
11 upon such further oral and documentary evidence as may be presented to the Court. **If you do not**
12 **oppose the motion described above, then you need take no further action.**

13 PLEASE TAKE FURTHER NOTICE that any opposition or other responsive pleadings
14 must be in the form as required by Rules 9013-1(f) and (o) of the Local Bankruptcy Rules and filed
15 with the Clerk of the above-entitled Court no later than 14 days prior to the hearing with a copy
16 served on the professionals at the addresses indicated above. A copy of any response or request for
17 hearing must be served on Marshack Hays LLP to the attention of D. Edward Hays, David A. Wood
18 and Tinho Mang at the address indicated above and served on the Office of the United States
19 Trustee, 411 W. Fourth Street, Suite 7160, Santa Ana, CA 92701. Failure to timely respond may be
20 deemed as acceptance of the proposed employment. *See* LBR 9013-1(h).

21 Dated: August 2, 2021

MARSHACK HAYS LLP
/s/ Tinho Mang

22 By: _____
23 D. EDWARD HAYS
24 DAVID A. WOOD
25 TINHO MANG
26 Attorneys for Chapter 7 Trustee
27 RICHARD A. MARSHACK
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A TRUE AND CORRECT COPY OF THE FOREGOING DOCUMENT ENTITLED: NOTICE OF MOTION FOR ORDER COMPELLING TURNOVER OF ESTATE PROPERTY PURSUANT TO 11 U.S.C. § 542(A) AND FOR DETERMINATION THAT EVICTION MORATORIA DO NOT APPLY TO TURNOVER OF BANKRUPTCY ESTATE PROPERTY WILL BE SERVED OR WAS SERVED **(A)** ON THE JUDGE IN CHAMBERS IN THE FORM AND MANNER REQUIRED BY LBR 5005-2(D); AND **(B)** IN THE MANNER STATED BELOW:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 2, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **August 2, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,
OR TO ANY OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 2, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY: PRESIDING JUDGE'S COPY

HONORABLE MARK S. WALLACE
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 2, 2021 Layla Buchanan
Date Printed Name

/s/ Layla Buchanan
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:

- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfir.com, matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfir.com, roksana@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

2. SERVED BY UNITED STATES MAIL: CONTINUED:

INTERESTED PARTY

ERICH RUSSELL
C/O KARI L. LEY, ATTORNEY AT
LAW
264 CLOVIS AVENUE, SUITE 208
CLOVIS, CA 93612

INTERESTED PARTY

ERICH RUSSELL
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446-9693

INTERESTED PARTY

JOANNE RUSSELL
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446-9693

SECURED CREDITOR

FARM CREDIT WEST
3755 ATHERTON RD
11707 FAIR OAKS BLVD
ROCKLIN, CA 95765

SECURED CREDITOR / POC ADDRESS

FARM CREDIT WEST, FLCA
C/O MICHAEL J. GOMEZ
FRANDZEL ROBINS BLOOM & CSATO,
L.C.
1000 WILSHIRE BOULEVARD, 19TH
FLOOR
LOS ANGELES, CA 90017-2457

**SECURED CREDITOR / POC
ADDRESS**

FARM CREDIT WEST, FLCA
ATTN: KEVIN E. RALPH
3755 ATHERTON DRIVE
ROCKLIN CA 95765-3701

**SECURED CREDITOR / POC
ADDRESS**

JAMES W. HAMILTON ACTTC
SAN LUIS OBISPO TAX
COLLECTOR
1055 MONTEREY STREET
SUITE D-290
SAN LUIS OBISPO CA 93408-1003

SECURED CREDITOR

MORTGAGE LENDER SERVICES AS
AGENT
FARM CREDIT WEST, FLCA, AS
TRUSTEE
11707 FAIR OAKS BLVD
FAIR OAKS, CA 95628-2816

CREDITOR

ATTORNEY GENERAL
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WILMINGTON, DE 19850-5019

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SPECIAL OPS, MIC 29
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NO ADDR PROVIDED**CREDITOR**

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NORTHBROOK, IL 60062

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PHILADELPHIA, PA 19101-7346

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PG&E
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PASO ROBLES, CA 93446-9693

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SUNBELT RENTALS
P.O. BOX 409211
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C/O TOM PROUNTZOS
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WEST COAST WINE PARTNERS
134 CHURCH STREET
SONOMA, CA 95476-6612

INTERESTED PARTY

ALL OCCUPANTS OF
2380 LIVE OAK RD.
PASO ROBLES, CA CA 93446-9693

INTERESTED PARTY

BRICE GARRETT
2380 LIVE OAK RD.
PASO ROBLES, CA

INTERESTED PARTY

SARAH GARRETT
2380 LIVE OAK RD.
PASO ROBLES, CA

INTERESTED PARTY

ALL OCCUPANTS OF
1172 SAN MARCOS ROAD
PASO ROBLES, CA 93466

EXHIBIT 4

THE LAW OFFICES OF
KARI L. LEY

264 CLOVIS AVENUE, SUITE 208
CLOVIS, CALIFORNIA 93612
TELEPHONE: (559) 324-6545
FACSIMILE: (559) 324-6548

330 JAMES WAY, SUITE 170
PISMO BEACH, CALIFORNIA 93449
TELEPHONE: (805) 295-5550
FACSIMILE: (805) 295-5551

August 9, 2021

Via Email tmang@marshackhays.com

Mr. Tinho Mang, Esq.
Marshack Hays LLP
870 Roosevelt
Irvine, California 92620

Re: In Re Northern Holding, LLC, United States Bankruptcy Court Central District of
California - Santa Ana Division Case 8:20-bk-13014 - MW
Motion for Turnover Order Scheduled for Hearing August 30, 2021.

Dear Mr. Mang:

I represent creditor Erich Russell in the above case. I am sending you this letter in an attempt to resolve the dubious turnover motion filed by your office in the above mentioned matter.

The first concern I have is whether the Bankruptcy Court even has jurisdiction over this matter as it applies to Erich Russell, Joanne Russell, Brice Garrett, and Sarah Garrett individually. While the Court may arguably have personal jurisdiction over Mr. Russell based on the Proof of Claim he filed in the case, it does not have personal jurisdiction over Joanne Russell or the Garretts. As admitted in your moving papers an Adversary Proceeding would normally be required to bring all parties and issues before the Court. Your office has failed to file the necessary Adversary Proceeding (falsely claiming an emergency - which is both legally and factually unsupported) or personally serving the Russells or Garretts. At that time they would be allowed to file a response and request a trial on the issues. If required to oppose the motion we will insist that an Adversary Proceeding be filed, personally served, and request a jury trial in District Court. Hopefully that can be avoided.

The second concern I have with the motion is that it claims there is an accepted and agreed upon agreement to purchase the property, and that immediate possession of the two houses on the property are required for the sale. Noticeably missing from your motion is the alleged purchase agreement to support your contentions. It is my understanding that no purchase agreement has been entered into or signed. It is also my understanding that the only interested buyer (the Riboli family) is not even interested in the current possession of the houses. To date their due diligence has focused solely the vineyard and water supply to the Live Oak property. In addition, it is my understanding that the Riboli family has requested a new well be drilled (at the cost of Farm Credit West "FCW") on the Live Oak property as part of it's due diligence and if FCW refuses to do so they will not purchase the property. So your claim of an actual purchase agreement and an "emergency" lacks factual support.

The third concern I have is your baseless claim that rent has not been paid by the Russells or Garretts for their occupancy of the two houses. The Agreement to Purchase a Corporation and Real Estate (Exhibit 2 to your motion) wherein Mr. Russell agreed to sell the real property to Northern

Holding, LLC, provided that \$163,050 in cash would be left in the account, Mr. Russell would be paid \$6,803,050, and the parties would execute a lease regarding the residences on the Live Oak property that would be effective on close. Pursuant to the Agreement to Purchase Northern Holding, LLC, and Erich and Joanne Russell entered into a Residential Lease/Rental Agreement (a copy of which is attached as Exhibit 3 to your motion). The Lease Agreement expressly provides that the \$12,000 monthly rental amount would be paid "from vineyard consulting income". Noticeably missing from your motion is a copy of the vineyard and winery consulting agreement which provided the services to be performed by the Russells and their compensation. Your office seems to believe that Mr. Russell's extensive winemaking and farming experience and services are of no value. Without Mr. Russell's knowledge, expertise and tireless efforts in producing the 2021 wine grape crop and operating the winery the property would be in dire condition, and the crop and wine LOST forever. Moreover, the industry rate for the services provided by the Russells is well in excess of \$15,000 salary and \$12,000 rental credit the Russells were to receive under the consulting agreement.

This brings me to my fourth concern regarding your motion. The grape harvest and wine making season begins in mid to late September. If you attempt to evict and fire Mr. Russell who is going to do that work?

My fifth concern regarding your motion is the current California and Federal eviction moratoriums and protection currently in effect that you baselessly argue are inapplicable. The Russells and Garretts would have eviction protections under both California and Federal law.

My sixth concern regarding your motion (as well as your office's overall handling of this case) is your complete failure to realize and/or appreciate the benefits to the Russells of allowing FCW to conduct its trustee sale. Under California law upon conducting the trustee sale the Russells will be protected by the California anti deficiency and single action rule statutes. Your office's efforts to sell the property for less than fair market or the amount owed to FCW deprives the Russells of this substantial protection and we will fight any efforts you make to sell the property in bankruptcy unless FCW agrees to waive any deficiency claims against the Russells. It is currently our preference that the FCW trustee sale be allowed to go forward

As set forth above there are numerous flaws and substantial issues with your turnover motion which may take months to properly and finally resolve. Notwithstanding, Mr. and Mrs. Russell would be willing to stipulate to vacate the 2380 Live Oak primary residence on or before January 1, 2022 (the deadline in the Lease Agreement) to give them the time necessary to find a new place to live and sort through 25 years of accumulated property. Mr. Russell is also willing to continue performing the farming and wine making services under the vineyard and winery consulting agreement through that time at the agreed upon monthly \$15,000 salary and \$12,000 rental credit or other mutually agreeable fee or arrangement. It is my understanding the Garretts would also like to continue living at the second Live Oak residence that they have made substantial improvements to past that date and would be willing to enter into a lease agreement with the new owner when and if that happens. Please let me know your thoughts and positions ASAP as the substantial opposition to your motion is due Monday August 16.

Sincerely,



Kari L. Ley

cc Mr. Erich Russell and Mrs. Joanne Russell

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **REPLY IN SUPPORT OF CHAPTER 7 TRUSTEE'S MOTION FOR ORDER COMPELLING TURNOVER OF ESTATE PROPERTY PURSUANT TO 11 U.S.C. § 542(A) AND FOR DETERMINATION THAT EVICTION MORATORIA DO NOT APPLY TO TURNOVER OF BANKRUPTCY ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 23, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On **August 23, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY APPOINTMENT
OR LAW TO RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

U.S. TRUSTEE

UNITED STATES TRUSTEE (SA)
411 W FOURTH ST., SUITE 7160
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 23, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY: PRESIDING JUDGE'S COPY

HONORABLE MARK S. WALLACE
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 23, 2021 Layla Buchanan
Date Printed Name

/s/ Layla Buchanan
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court
drive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com,
tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com,
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hmfir.com;russ@rhmfir.com;rebeca@rhmfir.com;david@rhmfir.com;sloan@rhmfir.com
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roksana@rhmfir.com;janita@rhmfir.com;susie@rhmfir.com;max@rhmfir.com;priscilla@rhmfir.com;pardi
s@rhmfir.com;russ@rhmfir.com;rebeca@rhmfir.com;david@rhmfir.com;sloan@rhmfir.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, sking@frandzel.com
- **David Wood** dwood@marshackhays.com,
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